



Tenant Rights: A Lesson in Security Deposits

Release Date: August 10, 2011

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MADISON – Thousands of Wisconsin college students are ending one rental agreement and starting another – and that means security deposits are changing hands. Security deposits are a common source of landlord-tenant disputes reported to the Wisconsin Department of Agriculture, Trade and Consumer Protection. Tenant complaints usually involve one of three issues.

“Take the time to learn about your rights and responsibilities as a tenant,” said Sandy Chalmers, Administrator of Trade and Consumer Protection. “Whether you are signing a lease or ending a lease, knowing some basics can save you time and money.”

QUESTIONABLE DEDUCTIONS

State law allows landlords to deduct money from a security deposit for unpaid rent or utility bills and property damage caused by tenants. Common examples include stained carpets, damaged walls, cracked windows, scratched countertops, and broken fixtures. However, the law clearly reads that a landlord cannot use a security deposit to cover "normal wear and tear." In other words, it is illegal for landlords to deduct for routine cleaning, carpet shampooing, and painting. If deductions are taken from a security deposit, landlords are required to put together a written itemized statement.

RETURN DELAYS

Landlords have 21 days after the end of a tenant's lease to either refund the security deposit in full or send an itemized list of deductions. If the 21 day period passes, and neither has been received, former tenants can sue the landlord for double the amount of the security deposit, plus court costs. If a tenant moves out before a lease is up, it is their responsibility to notify the landlord in writing to enact the 21 day rule. However, if no written notification is given, a landlord can withhold the security deposit up to 21 days following the end date on the lease.

DOCUMENTATION DISPUTES

State law gives tenants seven days to inspect an apartment and complete a check-in form at the start of a new lease. Landlords cannot charge tenants for existing damages included on a check-in form. In addition to taking detailed notes, tenants should take pictures of any property damage before moving in – providing copies to the landlord and keeping the originals on file. Tenants also have the right to request a list of damages for which the landlord withheld money from the previous tenant's security deposit. When moving out, tenants should follow the same procedures involved with the check-in process – documenting the apartment's condition and taking pictures to go along with written forms. To file a consumer complaint, contact the Bureau of Consumer Protection on the web at datcp.wisconsin.gov; via e-mail at datcp hotline@wi.gov; or call our toll-free hotline at 1-800-422-7128.

For more information, DATCP offers a booklet outlining the rights of responsibilities of landlords and tenants called The Wisconsin Way. It is online at <http://datcp.wi.gov/uploads/Consumer/pdf/WisconsinWayWEB.pdf>. Bound copies are also available for \$10. The fee covers the publication cost and postage.

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